for its undertaking, which mortgage, charge, use, hypothecation, lien, or other security involves any property or assets of the Venture;

(v) the admission of a new Venturer and the amount of the Venturer's contribution;

(vi) executing or concluding any agreement, other than the Services Agreement and the License Agreement between the Venture and U S WEST Technologies, Inc., with any Venturer or any Affiliate of a Venturer;

(vii) the making of any loan by the Venture;

(viii) the making of any capital contribution or loan or advance by a Venturer to the Venture other than the capital contributions provided for in Section 4.1 or the initial contributions provided for in Section 4.2 or as provided in Section 4.3;

(ix) except in the ordinary course of business, the giving of any credit to any person;

(x) the entering into of any contract by the Venture with any hospital for participation in the Service or any other contract not in the ordinary course of business on arm's-length terms which is provided for in an approved Budget;

(xi) the giving of any guaranty or indemnity on behalf of the Venture;

(xii) the development or offering of any product or service by the Venture other than the Service;

(xiii) the entering into by the Venture of any joint venture or profit-sharing arrangement with any person;

(xiv) the acquisition, purchase, subscription (or agreement to do any of the foregoing) by the Venture for any shares, debentures, mortgages, or securities in any corporation, joint venture, trust or other entity;

(xv) any agreement between the Venture and the owner or operator of a cable television system, an on-line network or other interactive distribution system for the distribution of the Service or any other services developed by the Venture ((i) within the U S WEST Region, or (ii) outside the U S WEST region where U S WEST has, or has an intention to establish, a broadband interactive network within 24 months;

(xvi) adoption of annual Budgets (including capital and operating budgets) and the master business plan for the Venture; and any deviations from the initial approved Budget and deviation from any line item in any subsequent approved Budget and the master business plan (including those covered by subparagraph (i)) which exceeds $1,000 in the aggregate, whether capital or non-capital;

(xviii) the employment of any persons by the Venture and the terms of all employment and other contracts entered into with such persons;

Notwithstanding the foregoing, so long as any Venturer is in default respect to a Required Capital Contribution, the consent of such Venturer's representatives on the Executive Committee shall not be required to approve any of the foregoing matters except for (viii) above.

(f) Business Deadlock. If the Venturers fail to agree upon any matter or matters expressly requiring their mutual agreement under Section 5.1(e) or another provision of this Agreement ("Business Deadlock"), then provided that reasonable efforts to resolve the Business Deadlock have failed and more than thirty (30) days have elapsed, the matter or matters will be referred to the Chief Executive Officer of RSVP and the chief executive of U S WEST (currently, Solomon Trujillo) for resolution. The decision of such executives shall be final and binding. In the event that at any time after the expiration of a period of eighteen months from the launch of the Service more than ninety (90) days have elapsed since the referral of a Business Deadlock to such executives and such executives after good faith attempts to resolve such Business Deadlock (which attempts shall include at least one face-to-face meeting) are unable to reach agreement ("Impasse"), then the Venturer that originally made the proposal giving rise to the Business Deadlock shall be entitled to initiate the buy-out provision in Section 10.8; provided, however, that in no event shall a Venturer be entitled to invoke Section 10.8 with respect to a Business Deadlock which

(i) involves the approval by either party of any new equity investor or any issuance of debt by the Venture if such debt is convertible to equity at the option of the creditor or if such debt carries with it any material control rights (excluding customary debt covenants) normally provided to equity rather than debt investors,

(ii) involves the offering of any product or service by the Venture which is not a logical and natural extension of the Service or other core products then being offered by the Venture,

(iii) is of a nature that the Venture can continue to operate reasonably without resolution of the Business Deadlock,

(iv) involves a proposal that could not be practically implemented by the Venture even if both Venturers agreed due to regulatory restrictions, the lack of a reasonably documented demand for a proposed product, the lack of technology to implement a proposal at a cost that would result in a profitable offering by the Venture or any other reason,

(v) was not proposed in good faith with the intention to implement the same if consented to by the other Venturer,

(vi) involves any proposed relationship between the Venture and a Venturer or an Affiliate or other party related to a Venturer, or

(vii) involves a new product or service proposed by RSVP under the circumstances described in Section 3.3(b).

In the event that an Impasse arises with respect to a new product offering proposed by RSVP which proposed product is rejected by U S WEST's representatives on the Executive Committee and which RSVP would otherwise be precluded from offering outside the Venture due to Section 3.3, RSVP shall not be entitled to invoke Section 10.8 if U S WEST consents in writing to waive Section 3.3 for the purpose of permitting RSVP to offer such product outside the Venture without the use of Venture assets either during the Business Deadlock resolution procedure provided for in this Section 5.1(f) or within the 30 day period set forth in Section 10.8(a) for the Venturer to respond to the Offeror's proposal.

(g) Effect of a Reduction in Sharing Ratio on Management Rights. Notwithstanding the provisions of Section 5.1(e), if the Sharing Ratio of a Venturer falls below fifteen percent (15%), that Venturer shall lose all representation rights on the Executive Committee and shall not be entitled to vote on any matters specified in Section 5.1(e). In such event the affected Venturer shall have the option to convert its interest in the Venture to a limited partnership interest and the other Venturer(s) shall cooperate in amending this Agreement and making any necessary filings with the Secretary of State of Colorado to accomplish such conversion.

5.2 Managing Partner. The Venturers hereby appoint RSVP as the Managing Partner of the Venture who, subject to any requirement contained herein for the consent of the Venturers or the Executive Committee, shall have the responsibility for the conduct of the business of the Venture, implementation of the decisions of the Executive Committee and managing the Venture in accordance with the Budgets approved by the Executive Committee. The Managing Partner shall have all power and authority necessary or desirable to carry out the responsibilities set forth in the preceding sentence. Without limiting the generality of the foregoing (but subject at all times to the approval of the Executive Committee as to those matters requiring such approval), the Managing Partner is authorized to take any and all actions necessary to manage the business and financial affairs of the Venture, and to implement all decisions of the Executive Committee and to take all actions required in connection with the Venture's performance of the Services Agreement, and the ownership, operation, management, maintenance and disposition of all or any part of any assets ~~or~~ business of the Venture. The Managing Partner shall keep the Executive Committee informed on a current basis of all material decisions it makes and all material actions it takes. In the event that RSVP's Sharing Ratio shall fall below that of U S WEST, U S WEST shall have the option, by 30 days written notice to RSVP to replace RSVP as Managing Partner effective at the end of such 30 day period.

5.3 Budgets. The Venturers agree that the budget attached hereto as Schedule 5.3 shall constitute the Venturer's Budget for the period ending with the earlier of December 31, 1996 or the end of U S WEST Multimedia Services of Omaha, Inc. market trial, as it may be extended, and no further approval of the ~~Executive~~ Committee shall be required with respect to such Budget. In the event that Executive Committee determines that the Venture shall offer the Service during the period covered by the initial Budget on a Broad Band or Narrow Band system other than the Omaha system or to expand the content of the Service beyond the two patient specific segments and the two promotional segments included in the initial Budget, the Executive Committee shall also adopt an appropriate amendment to the initial Budget for such purpose. For each subsequent Accounting Period beginning with the period commencing January 1, 1997, the Managing Partner shall provide the Venturers with a proposed Budget at least thirty days prior to the commencement of such period. The Executive Committee shall agree on a Budget for such Accounting Period no later than 30 days after receiving such proposed Budget. Should the Executive

Committee be unable to agree on a Budget for any Accounting Period, after the second full Accounting Period during which this Agreement is in effect, the Budget for the preceding Accounting Period shall remain in effect for a maximum of ninety (90) days at a level not less than 80% of the Budget for the prior Accounting Period, during which time the Executive Committee shall use all reasonable efforts to agree upon a budget for the period in question. The Managing Partner shall promptly advise the Executive Committee at any time it determines that the Venture will not realize the revenues or other sources of funds specified in a Budget, and shall use its best efforts to prevent the expenditures of the Venture from exceeding to any significant extent the revenues or other sources of funds of the Venture.

5.4 Information Relating to the Venture. Upon request and subject to obtaining any reasonably required confidentiality agreements, each Venturer and the Managing Partner shall supply to the requesting Venturer any records, invoices, documents, studies or other information requested regarding the Venture or its activities (other than information prepared by a Venturer specifically for its own internal evaluation purposes), provided that obtaining the information is not unduly burdensome. During ordinary business hours, any Venturer or its authorized representative shall have access to all books, records and other information and materials in the Venture's and the other Venturer's offices regarding the Venture or its activities in connection with the Venture (other than information prepared by a Venturer specifically for its own internal evaluation purposes). Each Venturer shall have the right at reasonable intervals to review the internal control procedures of the Venture, and the Managing Partner shall cause appropriate persons from the Venture's accounting and internal auditing staff to be available to answer inquiries by such Venturer regarding such procedures.

5.5 Exculpation. In carrying out their duties hereunder none of the Venturers, or their respective officers, agents and employees, shall be liable to the Venture or to the other Venturer for their good-faith actions or failure to act, or for any good-faith errors of judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but shall only be liable for willful misconduct or gross negligence. The Venture shall indemnify and hold harmless each of the Venturers, and their respective officers, agents and employees, as to third parties against and from any personal loss, liability or damage incurred as a result of any act or omission any such person believed in good faith to be within the scope of authority conferred by this Agreement, except for willful misconduct or gross negligence. Notwithstanding the foregoing, the Venture's indemnification of the Venturers and their officers, agents and employees as to a third party shall be only with respect to such loss, liability or damage that is not otherwise compensated for by insurance carried for the benefit of the Venturers or the Venture.

5.6 Insurance. The Managing Partner shall cause the Venture to maintain in force at all times for the protection of the Venturers and the Venture such insurance as the Executive Committee determines is warranted for the operations being conducted; provided, that the Managing Partner shall obtain the consent of the Executive Committee before materially changing the amounts, types, or other significant characteristics (other than administrative matters) of the insurance coverage of the Venture.

5.7 Other Activities. Subject to Section 3.3 and to Article XI and to other written agreements between any of the parties, each Venturer shall at all times be free to engage generally in all aspects of the programming business, cable television business, telecommunications business or other businesses for its own account, including, without limitation, the formation of ventures, partnerships and corporations.

5.8 Tax Matters Partner. The Venturers shall designate one Venturer as the Tax Matters Partner for the Venture under Section 6231 of the Code. In addition to having the responsibilities of a Tax Matters Partner under the Code, the Tax Matters Partner shall be responsible for the preparation of tax returns for the Venture. The Tax Matters Partner shall prepare and file, or cause to be prepared and filed, all tax returns in a timely manner. The Tax Matters Partner shall submit, or cause to be submitted, the federal, state and local income and franchise tax returns to be filed by the Venture and any Group Companies, if any, to the Venturers for review at least 21 days prior to the due date for filing of such returns. The Tax Matters Partner shall file such returns only after the other Venturer has given its approval, which shall not be unreasonably withheld. If objections to the content of a return have not been received within seven days prior to the due date for such return, such approval shall be deemed to have been given. The Tax Matters Partner will provide to the Venturers estimates of taxable income, loss and other information necessary for return preparation by the Venturers for the current Accounting Period by the last month of such Accounting Period. The Tax Matters Partner will provide to the Venturers final tax return numbers for the prior Accounting Period no later than June 15 of the following Accounting Period. The Tax Matters Partner will provide the Venturers with copies of any foreign tax returns filed by Group Companies, Group Systems, or Group Businesses. The Tax Matters Partner (which will initially be U S WEST) will have its authority limited as follows:

(a) Settlement Agreements. Because the terms of any settlement agreement between the Internal Revenue Service and a tax matters partner ("Venture Settlement Agreement") entered into under Section 6224(c)(1) may prejudice the Venturers' ability under Section 6224(c)(2) to reach an inconsistent settlement with the Internal Revenue Service on matters resolved by the Venture

Settlement Agreement, the Tax Matters Partner shall not enter into any Venture Settlement Agreement with respect to the Venture without the prior written consent of both Venturers, which consent shall not unreasonably be withheld or delayed.

(b) Administrative Adjustment Requests. Because under Section 6227(b), a tax matters partner can file an administrative adjustment request on behalf of the Venture, and because such request may, at the discretion of the Internal Revenue Service, result in a decision binding the entire Venture without a Venture proceeding at which any Venturer has the right to participate, the Tax Matters Partner shall not file a Section 6227(b) administrative adjustment request with respect to the Venture without the prior written consent of both Venturers, which consent shall not unreasonably be withheld or delayed. This shall not be construed to limit the ability of any Venturer, including the Tax Matters Partner, to file an administrative adjustment request on its own behalf pursuant to Section 6227(c).

(c) Appeals. The Venturers agree that it is in the best interests of the Venture to pursue a coordinated course of action when appealing adjustments proposed by the Internal Revenue Service. In recognition of the foregoing, the Tax Matters Partner may not, without the prior written consent of both Venturers (which consent shall not be unreasonably withheld or delayed), file a petition for judicial review of an administrative adjustment request under Section 6228, or a petition for judicial review of a final joint venture administrative judgment under Section 6226 relating to the Venture.

(d) Notices. The Tax Matters Partner shall give prompt notice to each Venturer of the receipt by the Tax Matters Partner of (i) written notice that the Internal Revenue Service or state or a local taxing authority intends to examine Joint Venture income tax returns for any year; (ii) written notice of the beginning of an administrative proceeding at the Venture level relating to the Venture under Section 6223; (iii) written notice of the final Venture administrative adjustment relating to the Venture pursuant to the proceeding under Section 6223; and (iv) any request from the Internal Revenue Service for waiver of any applicable statute of limitations with respect to the filing of any tax return by the Venture.

(e) Judicial Review of Certain Actions. Because Section 6226(a) permits only a tax matters partner to file for judicial review of a final joint venture administrative adjustment during the first ninety (90) days after receipt of notice of same, and because Section 6226(b) permits any other Venturer only sixty (60) day after the tax matters partner's ninety (90) days has expired in which to initiate such judicial review, the Tax Matters Partner shall promptly notify both Venturers if it does not intend to file for judicial review with respect to the

Venture, and such notice shall not be later than ninety (90) days after receipt of notice of the final Venture administrative adjustment.

(f) Elections. The Tax Matters Partner shall be authorized to make all elections by the Venture for federal, state, and local income and franchise tax purposes. The Tax Matters Partner shall not make any such election without the other Venturer's prior written consent, which shall not be unreasonably withheld and which shall be deemed to have been given if no objection is received by the Tax Matters Partner within fifteen (15) days written notice by the Tax Matters Partner to the other Venturer of its intention to make such election.

5.9 U S WEST Approval. Notwithstanding anything to the contrary provided for in Section 5.2, U S WEST shall have the right to review and approve the content and look and feel of all products distributed by the Venture, but shall not unreasonably withhold its approval. U S WEST shall review all material in a timely manner.

ARTICLE XI

DISTRIBUTIONS TO THE VENTURERS

6.1 Net Operating Cash Flow. For each Accounting Period (or more frequently in the discretion of the Executive Committee), the Executive Committee shall determine the amount of Venture Net Operating Cash Flow available for distribution. Generally, Net Operating Cash Flow shall mean (A) the gross receipts of the Venture for the Accounting Period (including capital contributions and proceeds of borrowing), reduced by the total expenditures of the Venture for the Accounting Period (including capital expenditures and the repayment of principal and interest) and further adjusted to take into account increases or decreases in reserves for anticipated or contingent liabilities or expenditures, plus (B) any Net Operating Cash Flow from prior Accounting Periods of the Venture not previously distributed to the Venturers. The Venturers hereby agree that all Net Operating Cash Flow shall be distributed unless the Venturers both agree that such cash shall be reinvested in the Venture for the development of new products or services. For purposes of determining the year in which a distribution is made under this Section 6.1, distributions made during the first 45 days following the end of a year shall be considered to have been made during such prior year. Subject to the foregoing, the Venturers hereby express their intention that, to the extent possible consistent with sound financial practices and the needs and contractual obligations of the Venture, the Net Operating Cash Flow of the Venture will be distributed to the Venturers.

6.2 Sharing of Distributions.

(a) Net Operating Cash Flow. All Net Operating Cash Flow shall be distributed to the Ventures in accordance with their Sharing Ratios.

(b) Sale and Liquidation Proceeds. Notwithstanding the foregoing, any net cash available for distribution and arising from the sale or exchange of all or substantially all of the Venture's assets and all distributions to be made in connection with the liquidation of the Venture shall be made to the Venturers in accordance with their relative Capital Account balances.

(c) Capital Account Balances. For purposes of Section 6.2(e), the Capital Account balances of the Venturers shall be determined after allocating all Profits and Losses under Article VII through the date of the distribution.

ARTICLE VII

ALLOCATIONS OF PROFITS AND LOSSES

7.1 In General.

(a) Purpose. This Article provides for the allocation among the Venturers of Profit and Loss for purposes of crediting and debiting the Capital Accounts of the Venturers. The allocation among the Venturers of taxable income and tax losses for U.S. federal (and, as applicable, state) income tax purposes shall be made pursuant to the provisions of Article VIII.

(b) Profit and Loss Determinations. The Profit or Loss from Operations, the Profit or Loss from Capital Transactions and other items of Profit or Loss shall be determined for each Accounting Period, and for such other periods as may be required in accordance with the definition of those items in Exhibit A.

(c) Changes in Sharing Ratios. In applying Sharing Ratios under this Article VII in circumstances where the Sharing Ratios change during the Accounting Period, the Managing Partner will calculate weighted daily average Sharing Ratios.

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7.2 Allocations of Profit or Loss.

(a) Operations: Capital Transactions. Subject to the provisions of Section 7.2(b) and (c), all Profit or Loss from Operations and all Profit or Loss from Capital Transactions shall be allocated among the Venturers as follows:

(i) During any Accounting Period in which the Venture shall have a Loss, all Loss from Operations and all Loss from Capital Transactions shall be allocated 100% to U S WEST until such time as U S WEST's capital account is reduced to zero and thereafter all Loss from Operations and all Loss from Capital Transactions shall be allocated among the Venturers in accordance with their Sharing Ratios;

(ii) During any Accounting Period in which the Venture shall have Taxable Income and until such time as there shall have been allocated to U S WEST an amount of Taxable Income sufficient so that its capital account is proportional to its Sharing Ratio all Taxable Income shall be allocated 100% to U S WEST, and thereafter Taxable Income shall be allocated among the Venturers in accordance with their Sharing Ratios;

(iii) During any Accounting Period in which Profit from Operations and Profit from Capital Transactions exceeds Taxable Income for the same Accounting Period, such Profit from Operations and Profit from Capital Transactions shall be allocated 100% to U S WEST until such time as there shall have been allocated to U S WEST an amount of Profit sufficient so that its capital account is proportional to its Sharing Ratio and thereafter such Profit shall be allocated among the Venturers in accordance with their Sharing Ratios;

(b) Profit From Sale or Liquidation. Any Profit from Capital Transactions with respect to the sale, exchange or other disposition of all or substantially all of the Venture's assets or with respect to the sale, exchange or other disposition of assets in connection with the liquidation of the Venture shall be allocated in the following order of priority:

(i) First, to U S WEST to the extent of all Loss (net of previously allocated profit) previously allocated to U S WEST pursuant to Section 7.2(a)(i); and

(ii) The balance, if any, among the Venturers in accordance with their respective Sharing Ratios.

(c) Loss from Sale or Liquidation. All Loss from Capital Transactions with respect to the sale, exchange or other disposition of all or substantially all of the Venture's assets or with respect to the sale, exchange or other disposition of assets in connection with the liquidation of the Venture shall be allocated to the Venturers in accordance with their Sharing Ratios.

(d) Special Rules. For purposes of Section 7.2(b), the Capital Accounts of the Venturers shall be determined: (i) before giving effect to distributions under Section 6.2(b) resulting from the transactions giving rise to the Profit from Capital Transactions; (ii) after allocating all other items of income and loss through the date of the transactions giving rise to the Profit from Capital Transactions; (iii) after making all distributions under Section 6.2(a); and (iv) assuming all unamortized costs have been deducted.

(e) Effect of Installment Sale Method Reporting. If the Profit from Capital Transactions with respect to the sale of all or substantially all of the Venture's assets is reported on the installment sale method for U.S. federal income tax purposes, the allocation of the Profit from Capital Transactions under the provisions of Section 7.2(b) for each year shall be determined by the accountants for the Venture under such reasonable standards, consistently applied, as will result in an allocation of the total Profit from Capital Transactions from the sale among the Venturers in accordance with the provisions of Section 7.2(b).

(f) Adjustment. Upon request of the Executive Committee, the Auditors or other accountants shall adjust the Venturers' Capital Accounts so as to comply with Section 1.704-1(b)(2)(iv) of the Treasury Regulations, including without limitation paragraphs (b) and (d) of those regulations.

ARTICLE VIII

ALLOCATION OF TAXABLE INCOME AND LOSS

8.1 In General. Except as provided in Section 8.2, each item of income, gain, loss and deduction of the Venture for U.S. federal income tax purposes shall be allocated among the Venturers in the same manner as such item is allocated for book purposes under Article VII. It is the Venturers' intent that the provisions of this Article VIII be interpreted and applied in a reasonable fashion so as to obtain the maximum tax benefits under both U.S. tax law, taking into account the specific circumstances of a Venturer only to the extent doing so does not result in a material disadvantage or cost to the other Venturers.

8.2 Allocation of Section 704(c) Items. The Venturers recognize that with respect to property contributed to the Venture by a Venturer and with respect to property revalued in accordance with Treasury Regulation § 1.704-1(b)(2)(iv)(f) (referred to as "Adjusted Properties"), there will be a difference between the agreed values or Carrying Values, as the case may be, of such property at the time of contribution or revaluation, as the case may be, and the adjusted tax basis of such property at that time. All items of tax depreciation, cost recovery, amortization and gain or loss with respect to such contributed properties and Adjusted Properties shall be allocated among the Venturers to take into account the book-tax disparities with respect to such properties in accordance with the provisions of Sections 704(b) and 704(c) of the Code and the Treasury Regulations under those sections. Any gain or loss attributable to a contributed property or an Adjusted Property (exclusive of gain or loss allocated to eliminate such book-tax disparities) shall be allocated in the same manner as such gain or loss would be allocated for book purposes under Article VII.

8.3 Qualified Income Offset and Minimum Gain Chargeback Provisions.

(a) Notwithstanding the provisions of Section 7.1(b), Losses From Operations and Losses From Capital Transactions shall not be allocated to a Venturer to the extent such Losses would cause such Venturer's capital account to be negative in an amount greater than its share of the "minimum" gain as determined under Treasury Regulation § 1.704-1T(b)(4)(iv). For this purpose, each Venturer's capital account shall be determined by taking into account any expected allocations, adjustments and distributions to the extent provided in paragraphs (4), (5) and (6) of Treasury Regulations § 1.704-1(b)(2)(ii)(d).

(b) The Losses From Operations or the Losses From Capital Transactions that would be allocated to a Venturer but for the limitation of the Section 8.3(a) shall be allocated to the other Venturer in accordance with its relative Sharing Ratio to the extent such allocation is permitted under Section 8.3(a). If after application of the previous sentence there are Losses From Operations or Losses From Capital Transactions that cannot be allocated to any Venturer because of the limitations of Section 8.3(a), such losses shall be allocated between the Venturers in accordance with the "partners' interests in the partnership" under Treasury Regulations §§ 1.704-1(b)(1)(i) and 1.704-1(b)(3).

(c) If a Venturer unexpectedly receives an adjustment, allocation or distribution described in paragraphs (4), (5) or (6) of Treasury Regulations § 1.704-1(b)(2)(ii)(d) and such adjustment, allocation or distribution causes the capital account balance of such Venturer to be negative by an amount in excess of such Venturer's share of the "minimum" gain as determined under Treasury Regulations §1.704-1T(b)(4)(iv) (referred to as an "excess deficit") then such

Venturer shall be allocated items of Venture income and gain in an amount and manner sufficient to eliminate such excess deficit as quickly as possible; provided that if at any time more than one Venturer has a capital account with an excess deficit, such income or gain shall be allocated to all such Venturers in proportion to their relative excess deficits.

(d) If there is a net decrease in "minimum" gain, any Venturer with capital accounts having negative balances in excess of such Venturer's share of "minimum" gain as determined under Treasury Regulation § 1.704-1T(b)(4)(iv) (referred to as an "excess deficit") as a result of such reduction in "minimum" gain shall be allocated income and gain in the amount and in the proportions needed to eliminate such excess deficit as quickly as possible; provided, however, that if there is a net decrease in minimum gain attributable to the disposition of a Venture property, each Venturer shall be allocated items of income and gain at least equal to such Venturer's share of such net decrease in minimum gain in accordance with the provisions of Treasury Regulation §§ 1.704-1T(b)(4)(iv)(e) and (f).

(e) For purposes of Sections 8.3(c) and 8.3(d), each Venturer's capital account balance shall be determined by taking into account any expected allocations, adjustments or distributions to the extent provided in paragraphs (4), (5) or (6) of Treasury Regulation § 1.704-1(b)(2)(ii)(d).

(f) If a special allocation of income or gain is made to a Venturer under Sections 8.3(c) or 8.3(d), future allocations of profits under Section 7.1(b), as the case may be, shall be adjusted to take into account such special allocation of income or gain. If a special allocation of Loss is made to a Venturer under Section 8.3(b), future allocations of Losses under Sections 7.1(b) shall be adjusted to take into account such special allocation of Loss.

(g) If there is a net decrease in "minimum" gain attributable to Venturer nonrecourse debt for an Accounting Period of the Venture, then after taking into account allocations pursuant to this Section 8.3, but before any other allocations made for such Accounting Period, each Venturer with a share of "minimum" gain attributable to such Venturer nonrecourse debt at the beginning of such Accounting Period shall be allocated items of gross income for such Period (and, if necessary, for subsequent Accounting Periods) in proportion to, and to the extent of, an amount equal to the greater of (i) the portion of such Venturer's share of such net decrease that is allocable under Treasury Regulations § 1.704-1T(b)(4)(iv)(h)(4) to the disposition of Venture property subject to such Venturer nonrecourse debt; or (ii) such Venturer's negative capital account balance as of the end of such Accounting Period, determined before any allocation of items of Profit or Loss to such Venturer's capital account for such Accounting Period other than allocations pursuant to this Section 8.3, but after taking into account any changes in "minimum" gain for such Accounting Period. The items to be allocated pursuant to this Section 8.3(g) shall be determined in accordance with Treasury Regulations § 1.704-1T(b)(4)(iv)(h)(4).

8.4 Integration with Section 754 Election. All items of income, gain, loss, deduction and credits recognized by the Venture for federal income tax purposes and allocated to the Venturers in accordance with the provisions hereof and all basis allocations to the Venturers shall be determined without regard to any election under Section 754 of the Code that may be made by the Venture; provided, however, such allocations, once made, shall be adjusted as necessary or appropriate to take into account the adjustments permitted by Sections 734 and 743 of the Code.

8.5 Allocation of Tax Credits. All tax credits, including the investment tax credit, with respect to the Venture's property or operations shall be allocated in the same manner as the allocation of Profits from Operations for the period during which the expenditures giving rise to the tax credit are incurred. If there is no Profit from Operations during such period, such tax credits shall be allocated as if there had been Profit from Operations during such period.

8.6 Section 754 Election. If requested by a Venturer, the Venture shall make the election provided for under Section 754 of the Code.

ARTICLE IX

ACCOUNTING AND REPORTING

9.1 Books. The Managing Partner shall maintain or cause to be maintained complete and accurate books of account of the Venture's affairs at the principal office of the Venture. The Venture's books shall be kept on the accrual basis in accordance with generally accepted accounting principles ("GAAP") in effect in the United States for each Accounting Period. The Venture's business shall be conducted and its books and records shall be maintained in United States dollars.

9.2 Capital Accounts.

(a) Schedules to Be Maintained. The Managing Partner shall maintain for each Venturer a separate Contributions Schedule (reflecting only the Venturer's capital contributions hereunder (whether in cash or in kind)), a separate Profit Schedule (reflecting the Venturer's share of Profits and Losses under Article VII and distributions made to the Venturer under Article VI), and a Capital Account (representing the combined balances of the Contributions

Schedule and the Profit Schedule). In addition, the Managing Partner shall maintain such other Venturer accounts as may be necessary or desirable to comply with the requirements of applicable laws, regulations and accounting principles. Generally, among other adjustments, each Venturer's Capital Account (and the appropriate Schedule) shall be: (i) increased by the amount of all cash capital contributions and the net agreed value pursuant to Section 4.8 of all capital contributions of property other than cash made by such Venturer to the Venture; (ii) increased by all Venture income allocated to the Venturer pursuant to Article VII; (iii) decreased by all items of Venture loss allocated to such Venturer pursuant to Article VII; and (iv) decreased by the amount of all distributions of cash and the net agreed value of all distributions of property made to such Venturer pursuant to this Agreement.

(b) Issuance of Additional Interests. Upon an issuance of additional interests in the Venture for cash or property, or upon the adjustment of Sharing Ratios, the Capital Account of all Venturers and the Carrying Values of all Venture properties shall be adjusted immediately prior to such issuance or adjustment (consistent with the provisions hereof) upwards or downwards to reflect any unrealized gain or unrealized loss with respect to each Venture property (as if such unrealized gain or unrealized loss had been recognized upon an actual sale of each such property immediately prior to such issuance, and had been allocated among the Venturers, at such times, pursuant to Article VII).

(c) Adjustment for Unrealized Gains or Losses. Immediately prior to the actual or deemed distribution of any Venture property (other than cash), the Capital Accounts of all Venturers and the Carrying Values of all Venture properties shall be adjusted (consistent with the provisions hereof) upward or downward to reflect any unrealized gain or unrealized loss attributable to such Venture property (as if such unrealized gain or unrealized loss had been recognized upon an actual sale of each property at that time and had been allocated among the Venturers pursuant to Article VII).

(d) Transferee Accounts. A transferee of a Venture interest shall succeed to the Capital Account attributable to the Venture interest transferred, except that if the transfer causes a deemed termination of the Venture under Code § 708(b), the Venture properties shall be deemed to have been distributed in liquidation of the Venture to the Venturers (including the transferees of the Venture interests) and deemed recontributed by such Venturers and transferees in reconstitution of the Venture. In such event, the Carrying Values of the Venture properties shall be adjusted immediately prior to such deemed distribution pursuant to Section 9.2(c) (and such adjusted Carrying Value shall constitute the agreed values of such properties for purposes of the deemed contribution to the reconstituted Venture). The Capital Accounts of such reconstituted Venture shall be maintained in accordance with the principles of this Section 9.2.

9.3 Transfers During Year. In order to avoid an interim closing of the Venture's books, the share of Profits and Losses under Article VII and VIII of a Venturer who transfers part or all of its interest in the Venture during the Venture's accounting year may be determined by taking its pro rata share of the amount of such profits and losses. The proration shall be made by the Venture and may be based on the portion of the year that has elapsed prior to the transfer and subsequent to the transfer or may be determined under any other reasonable method; provided, however, that any Profit or Loss from Capital Transactions shall be allocated to the owner of the interest in the Venture at the time the associated transaction occurred.

9.4 Reports. The Managing Partner shall deliver to each Venturer written monthly reports on the Venture's operations within 30 days after the end of each calendar month. Such reports shall also include a comparison of actual results with the current Budget and the comparable period for the prior Accounting Period, including identification of Budget variances by line item for the month of the report and for the current Accounting Period to the date of the report, and a quarterly estimate of revenues and expenses for the remainder of the current Accounting Period. The books of account shall be closed promptly after the end of each fiscal year. As soon as practicable thereafter, the Managing Partner shall make a written report to each Venturer, which shall include financial statements for the previous year, a statement of each Venturer's capital account as of the last day of the previous calendar year and such additional statements with respect to the status of the Venture as are necessary to advise the Venturers properly about their investment in the Venture. The financial statements provided for in the immediately preceding sentence shall be audited beginning with the first fiscal year during which the Venture shall have realized gross revenues in excess of $250,000, and until such time shall be unaudited. Such report shall consist in part of a copy of the Venture's U.S. income tax return and Venture information necessary for the completion of the Venturers' U.S. income tax returns.

ARTICLE X

TRANSFERS; BUY-SELL

10.1 Restriction on Transfers. For a period of five years from the Effective Date, no Venturer may sell, assign, grant or agree to grant any security interest in, or otherwise transfer (collectively, "Transfer") its interest or any part thereof in the Venture except as permitted under Section 10.7 or Section 3.4.

Thereafter, a Venturer may Transfer its interest in the Venture provided that it complies with Sections 10.2 -10.5.

10.2 Offer to Other Venturers. If at any time after the period provided for in Section 10.1, a Venturer proposes to Transfer, or otherwise dispose of all or any part of a Venturer's interest in the Venture otherwise than pursuant to Article XI, Section 3.4 or Section 10.7, such Venturer (the "Offeror") shall first make a written offer to sell such interest to the other Venturer on the same terms and conditions on which the Offeror proposes to Transfer the Venture interest. Such offer shall state the name of the proposed transferee and all the terms and conditions of the proposed Transfer, including the price to the proposed transferee, and shall be accompanied by a copy of the offer from the proposed transferee.

10.3 Acceptance of Offer. The other Venturer shall have the right for a period of 60 days after receipt of the offer from the Offeror, or such longer period as may be required under Section 10.4, to elect to purchase the Venture interest offered; provided, however, that the right to purchase shall not be effective unless such Venturer elects to purchase all of the Venture interest offered. To exercise its right to purchase, the other Venturer shall give written notice to the Offeror. Upon exercise of a right to purchase and provided the right is exercised with respect to all of the Venture interest offered, the purchase shall be closed and payment made by the purchasing Venturer on the same terms as applicable to the offer received by the Offeror from the proposed transferee.

10.4 Failure to Accept Offer. If the other Venturer does not elect to purchase all of the Venture interest offered in accordance with the provisions of Section 10.2, the Offeror may Transfer the offered interest to the proposed transferee pursuant to the terms and conditions disclosed under Section 10.2, provided that (i) the other Venturer shall have approved the identify of the proposed Transferee, which approval (A) shall not be unreasonably withheld and (B) shall be deemed to have been given if no notice of disapproval is given within five business days of written notice by the Offeror to the other Venturer of the identity of the proposed Transferee, and (ii) the proposed Transferee shall agree to be bound by all of the provisions of this Agreement. If that Transfer is not made within 90 days after the expiration of the applicable period provided in Section 10.2, a new offer shall be made to the other Venturer and the provisions of this Article X shall again apply.

10.5 Cash Equivalents. If the proposed offer under Section 10.2 is for consideration other than cash or cash plus deferred payments of cash, the purchasing Venturer may pay the cash equivalent of such other consideration as determined by agreement among the Offeror and the purchasing Venturer. If they cannot agree and such disagreement continues for a period of seven days, the purchasing Venturer may, by five days' written notice to the Offeror, initiate appraisal proceedings under Section 15.10 for determination of the cash equivalent of such purchase price. The appraiser shall determine the cash equivalent taking into account the income tax consequences to the Offeror as a result of receiving cash in lieu of other consideration. The purchasing Venturer, in its sole discretion, may elect to purchase the interest at the determined cash equivalent by notice of such election to the Offeror within ten days after the appraiser's decision or to withdraw its acceptance of the offer.

10.6 Direct and Indirect Transfers. Except for Transfers subject to Section 10.7, the rights of first refusal of the Venturers set forth in Sections 10.2 through 10.4 shall apply to any direct or indirect Transfer by a Venturer, including, without limitation, an involuntary Transfer such as a Transfer pursuant to a foreclosure sale.

10.7 Permitted Transfers. Notwithstanding anything to the contrary in this Agreement, there shall be no restrictions on the Transfer of a Venture interest by a Venturer to any Affiliate or Affiliates of such Venturer provided such Affiliate enters into this Agreement as a party hereto.

10.8 Buy-Sell.

(a) In the event of an Impasse giving rise to the right to invoke this Section 10.8, the Venturer that originally proposed the matter resulting in the Impasse (the "Offeror") shall be entitled to offer its interest in the Venture to the other Venturer at a price (which may include interest on the unpaid portion of any deferred payments under subsection (b) of this Section 10.8) specified by the Offeror. Following receipt of the offer, the other Venturer will have thirty (30) days either to accept the offer or elect to purchase the Offeror's interest in the Venture at the same price stated in the offer, proportionately adjusted to account for the Offeror's larger or smaller interest. If within such 30-day period the other Venturer fails to make an election, silence will be deemed for this purpose to constitute an election by the other Venturer to sell its interest at the price and on the terms stated by the Offeror. If the purchasing Venturer is not the Managing Partner of the Venture, it shall become the Managing Partner upon the other Venturer's election to sell its interest under this Section 10.8(a) and shall remain Managing Partner as long as it is not in default with respect to any payment required under Section 10.8(b).

(b) In the event that the other Venturer elects to buy the interest of the Offeror, the other Venturer shall pay the Offeror the first $100,000 of the purchase price within ten (10) days of the date of expiration of the 30-day offer period. In the event that the Offeror is the purchasing Venturer, the first $100,000 shall be paid within thirty (30) days of the other Venturer's election to sell (or the expiration of the 30-day offer period in the event that the other Venturer fails to make an election). If the total value of the Venture (determined on the basis of the purchase price for the purchased interest) is (i) less than $1,000,000, the balance of the purchase price shall be due and payable in full within ninety (90) days of the date of the initial payment for the Venture interest, (ii) $1,000,000 or more, but not in excess of $2,000,000, the next $250,000 shall be due and payable within ninety (90) days of the date of the initial payment for the Venture interest, and the balance of the purchase price shall be due and payable within sixty (60) days of the date of expiration of such 90-day period, and (iii) greater than $2,000,000, the next $250,000 shall be due and payable within ninety (90) days of the date of the initial payment for the Venture interest, and the balance of the purchase price shall be due and payable within one hundred twenty (120) days of the date of expiration of such 90-day period. Upon payment in full of the purchase price, the selling Venturer shall assign its interest to the purchasing Venturer, free and clear of all liens, claims and encumbrances.

(c) In the event that the purchasing Venturer fails to pay any amounts payable under this Section 10.8, the selling Venturer may elect to (i) retain any amounts already paid to it as liquidated damages and retain its interest in the Venture, or (ii) buy the interest of the purchasing Venturer for a price equal to 75% of the purchase price set forth in the original offer, proportionately adjusted to reflect the larger or smaller interest being purchased, but otherwise on the same terms and conditions provided for in such offer and in this Section 10.8.

(d) The purchase of one Venturer's interest by the other Venturer under this Section 10.8 shall not terminate any agreement between the selling Venturer and the Venturer or any agreement between the Venture and any Affiliate of the selling Venturer which does not by its terms terminate upon the sale of such Venturer's interest.

(e) The selling Venturer shall cooperate with the purchasing Venturer to provide such information as may be reasonably required by any third party engaged in financing or otherwise providing capital for the acquisition of the selling Venturer's interest, provided that such third party shall execute an appropriate confidentiality or non-disclosure agreement.

ARTICLE XI

BANKRUPTCY OF A VENTURER

11.1 Termination of Venturer's Interest.

(a) In General. Upon the bankruptcy of a Venturer or the sale of all or substantially all of the assets of the Venture with the consent of both Venturers, the Venture shall be dissolved and terminated under Article XII. A Venturer shall cease to be a Venturer, as of the date of its bankruptcy and thereafter shall have only the rights provided for under this Article XI or Article XII, as the case may be.

(b) Covenant Against Voluntary Dissolution. Each Venturer covenants and agrees that, following the Effective Date of this Agreement, it will not take any voluntary action (including the filing of a petition in bankruptcy) resulting in a dissolution of the Venture under the Colorado Uniform Partnership Law. The parties acknowledge that Article X has been designed to provide the sole means of voluntary withdrawal from the Venture, and that the provisions of this Article XI are necessary to ensure the non-circumvention of the provisions of Article X, and further acknowledge that nothing in this Section is intended to restrict legitimate corporate actions not intended to circumvent the provisions of Article X. If a Venturer violates this covenant and agreement, such Venturer shall be liable for any actual damages (but not incidental or consequential damages) to the other Venturers (and/or the Venture) for the wrongful dissolution of the Venture and its interest shall be subject to purchase as provided in Section 11.2.

(c) Definition of Bankruptcy. For purposes of this section: (i) a Venturer shall be considered bankrupt under the jurisdiction of the U.S. courts, if:

(1) an order for relief under any bankruptcy or insolvency statute has been entered against it; or

(2) a person other than the Venture or an Affiliate of the Venturer takes any action for the appointment of a receiver, liquidator, administrator, manager, trustee, or similar officer of that Venturer or a substantial part of its assets and such action is not dismissed or vacated within sixty (60) days of the taking of such action.

(d) Notice. Prior to the receipt of written notice of the bankruptcy of a Venturer, the other Venturer may treat such bankrupt Venturer as the owner of such bankrupt Venturer's Venture interest hereunder.

11.2 Termination of Partner's Interest.

(a) Upon the occurrence of an event with respect to a Venturer described in Section 11.1(a) or an event which under the Colorado Uniform Partnership Law (with the exception of a mutual agreement of the Venturers), which would cause a dissolution of the Venture unilaterally by either Venturer (a "Dissolution Event"), the remaining Venturers (or if there is only one remaining Venturer, such Venturer together with any new Venturers which such remaining Venturer may in its sole discretion admit to the Venture for the purpose of continuing its business) may elect to continue the Venture by written notice to the other Venturer within 45 days after notice of such event, provided they cause the Venture to redeem under this Section 11.2 the Venture interest of the Venturer affected by the Dissolution Event (the "Selling Venturer"). If upon the occurrence of a Dissolution Event, the remaining Venturers do not so elect to continue the Venture, or they do elect to continue the Venture but fail to cause the Venture to redeem the Venture interest of the Selling Venturer under Section 11.2, the Venture shall be terminated under Article XII. A Venturer shall cease to be a Venturer as of the date of the occurrence of the Dissolution Event affecting such Venturer and thereafter shall have only the rights provided for under this Article XI.

(b) The redemption price for a Selling Venturer's interest in the Venture shall be an amount equal to 80% of the appraised value of its interest in the Venture as of the last day of the calendar month immediately preceding the calendar month in which the Dissolution Event occurs (the "Valuation Date"). The appraised value shall be determined pursuant to Section 15.10.

(c) The redemption price due from the Venture under Section 11.2(b) shall be paid as the Selling Venturer and the Venture shall agree. If such parties cannot agree, the redemption price shall be payable 20 percent at the time of closing and the balance payable in five equal annual installments with interest on the unpaid balance at the Interest Rate, with each payment due on the same date in each of the following five years. The closing shall be held within 45 days after the computation of the redemption price is completed under Section 11.2(b). Each annual installment of principal shall also include an amount equal to accrued interest on the unpaid balance. At the closing, the Venture shall make the initial payment then payable on the redemption price and shall deliver its promissory note for the remaining balance of the redemption amount. The Selling Venturer shall deliver to the Venture a duly executed instrument of transfer and assignment, transferring and assigning good and marketable title to its interest in the Venture. Upon redemption of a Venturer's interest, the Sharing Ratios of the other Venturers shall be increased proportionately.

11.3 Right of Offset for Liabilities. If at any time a liability is asserted (the term "asserted" for this purpose having the same meaning as it has for U.S. financial statement disclosure purposes) against a Venturer or the Venture based on acts or transactions that occurred wholly or in part before the dissolution and termination of the Venture, the Venture may (unless a Venturer has otherwise provided adequate security for its obligation such as a surety bond or letter of credit) withhold from any amounts otherwise payable to the Venturers under Section 11.2 each Venturer's portion of the amount fixed or claimed as said liability until the amount of the liability shall be determined by adjudication, settlement, compromise or otherwise, at which time so much of the withheld amount as equals a Venturer's share of such liability shall be applied toward payment thereof and the balance shall be paid to the Venturers. If at the time the amount of the liability is finally determined, all payments under Section 11.2 or 12.2 have been made to the Venturers or the amount withheld is not sufficient to offset the Venturers' respective shares of such liability, the Venturers shall promptly reimburse the Venture for their shares of such liability, or the excess thereof over the amount withheld, as the case may be.

11.4 Waiver of Appraisal, Valuation Rights and Partition. In the event of the withdrawal, dissolution, bankruptcy, death or legal incompetency of any Venturer, the rights of the Venturer or its successors under applicable Colorado law with respect to the inventory of assets, appraisals, accounting, or sale of assets shall not apply and are hereby expressly waived by the Venturers. Each Venturer expressly agrees that the provisions contained in this Agreement shall bind and control its successors, including without limitation, the provisions applicable in the event of the death, legal incompetency, dissolution or bankruptcy of a Venturer. Each of the Venturers hereby waives any and all rights, duties, obligations and benefits (other than those set forth in this Agreement) with respect to any action for partition of the Venture property, or to compel any sale thereof.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 Final Accounting. In case of the dissolution of the Venture, a proper accounting shall be made as provided in Section 9.4 from the date of the last previous accounting to the date of dissolution.

12.2 Liquidation.

(a) In General. All proceeds from liquidation shall be distributed in the following order of priority: (i) to the payment of debts and liabilities of the Venture and the expenses of liquidation; (ii) to the setting up of such reserves as the liquidators may reasonably deem necessary for any contingent liabilities of the Venture; and (iii) to the Venturers in accordance with the provisions of Article VI.

(b) Deficit Balances. In the event that any Venturer's Capital Account balance is a negative amount after all allocations to such account in accordance with Article VII and distributions in accordance with Article VI, such Venturer shall contribute to the Venture an amount equal to the deficit balance in such Capital

Account not later than the later of the end of the Accounting Period in which the completion of liquidation occurred or 90 days after the date of liquidation.

12.3 Distribution in Kind. If a portion of the Venture's assets is to be distributed in kind to the Venturers, the Venture shall obtain an independent appraisal of the fair market value of each such asset as of a date reasonably close to the date of liquidation and adjustments in the Capital Accounts of the Venturers shall be made as provided in Section 9.2. Distribution of any assets in kind to a Venturer shall be considered a distribution of an amount equal to the asset's fair market value for purposes of Section 11.2.

12.4 Waiver of Right to Court Decree of Dissolution. The Venturers agree that irreparable damage would be done to the Venture if a Venturer brought an action in court to dissolve the Venture. Care has been taken in this Agreement to provide what the parties believe are fair and just payments to be made to a Venturer whose relationship with the Venture is terminated for any reason. Accordingly, each of the Venturers accepts the provisions of this Agreement as his sole entitlement on termination of his membership in the Venture. Each Venturer hereby waives and renounces its right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Venture.

ARTICLE XIII

REPRESENTATIONS AND WARRANTIES

13.1 By Both Parties. Each Venturer hereby represents and warrants to the other as follows:

(a) Due Organization, Etc. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, with full power and authority to enter into and perform this Agreement, and to implement the transactions contemplated hereby, without notice or application to, filing with, or the authorization, approval, or consent of, any third party;

(b) Valid and Binding Agreements. This Agreement and any document executed in connection with the implementation of the structure contemplated by this Agreement ("Related Document"), when executed and delivered by such Venturer, will constitute the valid, legal and binding obligation of that Venturer, enforceable in accordance with its terms;

(c) No Breach or Default. The execution and delivery of this Agreement and of any Related Document, and the implementation of the transactions contemplated hereby, will not result in any breach of, or constitute a default under, any agreement or instrument to which such Venturer is party or by which it is bound or cause the Venturers, or any entity in which they own an interest, to be in violation of any applicable law, rule, order, decision, or regulation.

(d) No Finder's Fee. It has not engaged any finders or brokers in connection with this Agreement or related transactions and neither the Venture nor the other Venturer will become liable as a result of entering into this Agreement or performing the transactions contemplated by this Agreement to pay any fees or commissions to any person which are in the nature of a finder's or broker's fees.

ARTICLE XIV

NOTICES

14.1 Method of Notices. All notices required or permitted by this agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, addressed as set forth below (except that any Venturer may from time to time give notice changing its address or the address to which any copy is to be sent for that purpose), or telecopied to the facsimile number set forth below and shall be effective when personally delivered, or, if mailed, on the date set forth on the receipt of registered or certified mail, or on the fifth day after mailing, whichever is earlier, or, if telecopied, upon receipt of confirmation (by machine or otherwise). Any notice for RSVP shall be given to RSVP Information, Inc., 14 Story Street, Cambridge, MA 02138 facsimile number: 617/864-8840, with a copy to Paul D. Rubenstein, Proskauer Rose Goetz & Mendelsohn, 2121 Avenue of the Stars, suite 2700, Los Angeles, California 90067-5010 facsimile number: 310/284-5628 and any notice for U S WEST shall be given to U S WEST Multimedia Services Group, Inc., 1999 Broadway 28th floor, Denver, Colorado 80202 (Attn.: Larry Levine), facsimile number: 303/965-0124.

14.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in the United States, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE XV

GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement (which shall include the Exhibits A, C, D and E (Exhibit B omitted) and Schedule 5.3 hereto) embodies the entire understanding and agreement among the parties concerning the Venture and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

15.2 Amendment. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by all Venturers.

15.3 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado, USA, excluding its conflict-of-laws rules.

15.4 Pronouns. References to a person, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, joint ventures or corporations where applicable.

15.5 Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

15.6 Additional Documents. The Venturers hereto covenant and agree to execute such additional documents and to perform additional acts as are or may become necessary or convenient to carry out the purposes of this Agreement.

15.7 Written Consents. All consents or approvals required or permitted under this Agreement shall be in writing.

15.8 Limitation of Liability. Notwithstanding anything to the contrary contained herein, in no event shall the parties hereto be liable to any other party or to the Venture for incidental or consequential damages for breach of this Agreement.

15.9 Confidentiality. The Venturers acknowledge and agree that they each will receive in the course of their association as Venturers information concerning the business, prospects, plans, methods and operations of the other which information is not publicly known or available and which is marked confidential ("Confidential Information"). Each Venturer agrees to keep all Confidential Information received from the other Venturer in confidence for a period of three years from receipt, and not to use such Information except for the purposes of this Agreement. Confidential Information shall not be disclosed by a Venturer to its agents or employees, except such agents or employees who have a need to know such information in order to perform their duties to the Venture,